

Union - City  
6.5.13



PROFESSIONAL & TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO  
*An Organization of Professional, Technical, and Administrative Employees*

### **AMSP Package Proposal #1**

Term – 1 Year

Wages – 4% General Wage Increase and Accept Union Proposal #9 (including shift differential, stand by, and call back)

OT and Hours Worked – See Attached

Sick Leave Payout – Freeze hours as of June 23, 2013; sick leave accrued after this date shall be placed in a second bank; when employees, who are eligible for sick leave payout, take sick leave, it is the 'last in, first out' usage method; for hours remaining in the payable bank, the rate of payout shall be the rate of pay upon separation from the City.

Agreement Conditions – Accept Union Proposal #3 with modification that Union drops Re-opener language place holders in Subsection (x).5 as submitted on April 8, 2013.

Holidays – Accept City Counter Proposal to Union Proposal #7

Vacation – Accept City Counter Proposal to Union Proposal #7

Personal Leave – Add eight (8) hours (to achieve parity)

Jury Duty – Accept Union Proposal #7

Layoff – Accept Union Proposal #8

Working in Higher Classification – See Attached

Personal Protective Equipment – As proposed in Union # 15

Contracting Out – Accept City Counter Proposal to Union Proposal #21

Grievance/Arbitration – Accept Union Proposal #2 with City Counter on splitting cost of SMCS fee for preparation of list of arbitrators

Disciplinary Action – Accept Union Proposal (City agreed to)

Union Rights – Accept Union Proposal #5 with modification of how many representatives are recognized from 12 to 5

Benefits – Accept Union Proposal 10 with modification that Union drop In Lieu language proposal and City increase PDP from \$600 to \$1000 and allow educational software to be purchased

Class A/B License – Union Withdraws placeholder

Alternative Work Schedule – Union Withdraws Proposal #13

Me Too Clause – for the term of this agreement, should any other bargaining unit negotiate a raise in excess of the ~~4~~4% increase contained in this agreement, then AMSP will receive the difference to ensure fairness

Eco Pass – Accept Side Letter Agreement from City on May 22, 2013

Catastrophic Illness Donation – Union withdraws Proposal #14 (placeholder)

Disability Leave – After the maximum time limit specified by contract, the integration of an employee's available leave will occur in the following order: (1) accrued Sick Leave, and (2) accrued Vacation Hours.



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## **ARTICLE X HOURS OF WORK AND OVERTIME**

X.1 The workweek shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.

X.2 The workday, for pay purposes, shall be a 24-hour period commencing with the beginning of the employee's regularly scheduled shift.

X.3 The normal work schedule shall be 40 hours consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period, Monday through Friday.

X.3.1 It is understood and agreed that specific employees may be assigned a different work schedule as a result of a transfer, promotion, shift rotation, or other changes made pursuant to this agreement or applicable ordinances or resolutions. Employees who work alternating shifts, i.e. swing shift, graveyard shift, weekends, may request review of the methodology and procedures to assign employees to particular shifts. The request for review will be made through the union, to the employee's department and to the Office of Employee Relations. The department and Office of Employee Relations will arrange and participate in meetings with the union for the purpose of discussing changes that will meet the operational needs of the City and the needs of the employee.

X.3.2 A department may change the workday or work schedule in a section including the adoption of a four day, ten hour per day schedule, or, at the Water Pollution Control Plant, a 12-hour shift schedule, if it determines such schedule is in the City's best interest. Any employee who initiates or is placed on an alternative work schedule after March 31, 1993 will be subject to the terms and conditions contained in Article 31 of this agreement.

- X.3.3 The Union may discuss with a department specific proposals for scheduling flexibility within the context of the regular 40-hour workweek. Departments may adopt such plans on a trial or permanent basis during the life of this contract.
- X.3.4 The parties agree to re-open negotiations for the purpose of discussing work rule and compensation changes associated with alternate shifts at the Water Pollution Control Plant.
- X.4 Employees shall be given two (2) consecutive days off, even though the days off are in different workweeks, except, where due to a change in the employee's work schedule, it is impossible to provide two (2) consecutive days off.
- X.5 The Department Director, or designee, subject to regulation and control by the City Manager, shall determine the number of hours of work per workday and workweek for part-time employees. Such employees, however, shall not be required to work a normal work schedule except on an intermittent basis.
- X.5.1 Part-time employees are only eligible for overtime pay if the employee works over 40 hours in one week.
- X.6 A full-time employee authorized or required to work overtime who works in excess of eight (8) hours per day or, ten (10) hours per day if assigned to a schedule of ten (10) hours per day four (4) days per week, or twelve (12) hours per day if assigned to a 12-hour shift at the Water Pollution Control Plant or in excess of 40 hours per workweek shall be compensated at the rate of 1.5 the employee's hourly rate, except when such excess hours result from a change in such employee's workweek or shift or from the requirement that such employee fulfill the employee's workweek requirement.
- X.6.1 Notwithstanding 6.6 above, any full-time employee who works in excess of twelve (12) continuous hours shall receive two times the base hourly rate for all hours worked in excess of twelve (12) continuous hours. Notwithstanding 6.1, to be eligible for double time, paid absences shall not count towards determining eligibility for overtime at the 2.0 rate.
- X.6.2 Double Backs. All double-backs (two non-consecutive shifts of at least eight (8) hours each within a 24-hour period) at the Water Pollution Control Plant will be compensated by a four hour premium (recorded as 1.0 OOT). This provision applies only to employees who work in a twenty-four (24) hour operation at the Water Pollution Control Plant and excludes employees who voluntarily shift trade, but includes relief personnel and shift changes.
- X.7 Except as provided in 6.6.1, overtime worked shall be compensated at the 1.5 rate. An employee assigned to work overtime may elect to either be paid for such

overtime worked or be credited with compensatory time, except under the following circumstances:

- X.7.1 The employee's choice of compensatory time would interfere with a department's ability to recover the cost of the overtime;
  - X.7.2 The employee's choice of pay cannot be accommodated within the department's overtime budget;
  - X.7.3 If the work is being performed for another City department or outside agency, the employee's department may choose to compensate overtime with pay or compensatory time, provided the employee is notified of the method of payment prior to working the overtime; or
  - X.7.4 If the employee fails to request an election during the pay period in which the overtime is worked. If the employee is not allowed to make the election to be paid for overtime or be credited with compensatory time under one of the circumstances cited above, the employee shall be informed of the reason for not being allowed such choice. The explanation shall be provided before the overtime is worked. Once compensatory time off has been approved and scheduled, the employee shall be permitted to take such time off unless emergency circumstances necessitate cancellation of the time off. In such event, the employee will remain credited with the time canceled.
- X.8 Compensatory time credited to an employee, and which is not taken within 26 pay periods following the pay period in which the overtime is worked, shall be paid to the employee at the appropriate rate.
- X.9 Notwithstanding any other provision of this Section to the contrary, the Department Director, or designee, may announce the intent of the Department to pay employees the appropriate rate for accrued compensatory time that is not used as of a date specified by the department. This announced intent may apply to an entire department or to a specified section(s) of a department. The announcement will also specify a date by which time each affected employee must elect to either:
- a) be paid for all accrued, unused compensatory time, OR;
  - b) be paid for all but 24 hours of such accrued, unused compensatory time, OR;
  - c) retain all accrued, unused compensatory time, subject to other applicable provisions of this Section 6.9.
- X.10 Any employee not making an election will retain their compensatory time, subject to other provisions of this Section.

- X.11 Time spent on paid sick leave, disability leave, holiday leave, vacation leave, personal leave, military leave, compensatory time off duty, or other authorized paid leave shall be deemed time worked for purposes of this Article, except for as provided in Article 6.6.1.
- X.12 An employee who is terminated by reason of resignation, discharge or retirement and who upon the effective date of such termination has accrued unused compensatory time earned from and after July 1, 1968, shall be paid for such hours of unused compensatory time at the employee's straight time hourly rate. In the event the termination results from the death of the employee, the payment, if any, shall be made to the executor of the Will or the administrator of the estate.
- X.13 A 15-minute paid rest period will be provided in each half of the regularly scheduled work shift. Insofar as is possible, rest periods shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an employee to take a rest period shall not be a basis for any claim for overtime compensation.

An unpaid meal break period of at least 30 minutes will be provided as near as possible to the middle of the shift, for any regularly scheduled shift of six (6) hours or longer, if practical. If no meal break is provided, the supervisor shall either adjust the end of the workday or pay the employee at the appropriate rate for the time worked.

## **Union Proposal #9 – Working in a Higher Classification**

### **X Working In a Higher Classification**

- X.1 Upon specific written assignment by the Department Director, or his/her designated representative, with prior written approval, a full time employee may be required to perform the duties of a full time position in a higher classification. Such assignments shall be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee.
- X.2 As an alternative to making appointments to vacant positions, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed twelve (12) months. At the expiration of the period of assignment (not to exceed twelve (12) months), the assigned employee shall return to his/her regular assignment. The Department may then request authorization to fill the position on a regular basis or return it to vacant status.
- X.3 Employees specifically assigned in writing to duties of a higher classification as specified above shall be compensated at the rate in the salary range of the higher class, which is at least five percent (5%) higher than the rate received by the employee in the employee's present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive the rate of compensation, however, unless the assignment is for a minimum of five (5) consecutive days.

